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UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF NEW YORK

-----X
 EL SOL BRANDS, INC. d/b/a R-BEST :
 TROPICALS; CARAVEO PAPAYAS, INC., :

Plaintiffs, :

- against - :

PRIME PRODUCE GROUP, INC., a New York :
 corporation; KYUNG HEE AN, an individual; :
 JETS PRODUCE CORP., a New York :
 corporation; JAY LEE, an individual; JOUNG :
 LEE, an individual; M.Y. PRODUCE, INC., a :
 New York corporation; MYONG KON KIM, :
 an individual, a/k/a YOUNG KIM; and :
 SUNG GON KIM, an individual, a/k/a SAM :
 KIM, :

Defendants. :

Case No.: 07 CV 11562 (SHS)

[ECF CASE]

**STIPULATION OF
 SETTLEMENT BETWEEN
 PLAINTIFFS AND CERTAIN
 DEFENDANTS**

**STIPULATION SETTLING CLAIMS AGAINST DEFENDANTS,
 M.Y. PRODUCE, INC., MYONG KON KIM, a/k/a YOUNG KIM;
 AND SUNG GON KIM, a/k/a SAM KIM,**

This stipulation (the "Stipulation") is entered into between plaintiffs El Sol Brands, Inc. d/b/a R-Best Tropicals and Caraveo Papayas, Inc. ("Plaintiffs") and defendants M.Y. PRODUCE, INC.; MYONG KON KIM, a/k/a YOUNG KIM; SUNG GON KIM, a/k/a SAM KIM ("collectively, the "Settling Defendants"), with respect to the following facts:

WHEREAS, on December 26, 2007 Plaintiffs filed a complaint (the "Complaint") against the above-captioned defendants, commencing this action; and

WHEREAS, on December 27, 2007, Plaintiffs caused the Complaint and a summons to be served on each of the Settling Defendants; and

WHEREAS, the deadline for the Settling Defendants to serve an answer or otherwise file a responsive pleading to the Complaint was January 16, 2007; and

NOW THEREFORE, it is hereby stipulated and agreed by and between the Plaintiffs and the Settling Defendants, by and between their undersigned counsel, as follows:

1. The recitals contained in this Stipulation are true and correct.
2. The Settling Defendants shall forward an initial settlement payment (the "Initial Settlement Payment") in the amount of \$40,000 to counsel for the Plaintiffs by check made payable to "Starr & Starr, PLLC - In Trust" with such check to be provided to Starr & Starr, PLLC, Attn: Stephen Z. Starr, Esq., 260 Madison Ave., 17th Fl., New York, NY 10016-2401, so that it is actually received by Plaintiffs' counsel no later than May 15, 2008.
3. The Settling Defendants shall forward a subsequent settlement payment (the "Subsequent Settlement Payment") in the amount of \$10,000 to counsel for the Plaintiffs by check made payable to "Starr & Starr, PLLC - In Trust" with such check to be provided to Starr & Starr, PLLC, Attn: Stephen Z. Starr, Esq., 260 Madison Ave., 17th Fl., New York, NY 10016-2401, so that it is actually received by Plaintiffs' counsel no later than November 11, 2008.

4. In the event of any future defaults in the Settling Defendants' payment obligations hereunder, Plaintiffs' counsel shall provide the Settling Defendants with seven (7) days written notice of default by first class mail. Notice shall be effective if mailed to Defendants collectively at the following address "M.Y. Produce, Inc., 264-265 Row B, Hunts Point Market, Bronx, NY 10474."

5. If the Settling Defendants fail to cure such default within seven (7) days after the notice is sent, Plaintiffs, by and through their counsel, may submit to the Court a declaration of Plaintiffs' counsel stating that the Settling Defendants failed to cure the default within the prescribed period after service of due notice, and thereafter shall, without further notice, be entitled to obtain judgment for the full amount sought in the complaint, together with interests, costs and attorneys' fees, less a credit for any payments received up to that date.

6. Upon confirmation by counsel for Plaintiffs that all payments provided hereunder have been received in good funds, counsel for Plaintiffs shall circulate and cause a stipulation of discontinuance to be submitted to the Honorable Sidney H. Stein, United States District Court Judge to be "So Ordered".

7. The above-captioned action shall remain open and pending for thirty (30) days subsequent to the last payment provided hereunder. Counsel for Plaintiffs shall prior to the expiration of such time submit a fully executed stipulation of discontinuance to the Court or advise the Court in writing of the status.

8. This Stipulation may be signed in any number of counterparts and any single counterpart or set of counterparts signed, in either case, by all of the parties hereto will constitute a full and original agreement for all purposes. Fully executed facsimile copies of this Stipulation shall be as acceptable as an original for all purposes. This Stipulation shall be binding upon and shall inure to the benefit of the parties hereto and their legal representatives, successors and assigns.

[SPACE BELOW INTENTIONALLY LEFT BLANK]

DATED: New York, New York
March __, 2008

STARR & STARR, PLLC

By: _____
Stephen Z. Starr (SZS 3793)
Vildan E. Starr (VES 1350)
260 Madison Avenue, 17th Floor
New York, New York 10016-2401
(212) 867-8165

Attorneys for Plaintiffs, EL SOL BRANDS, INC.
d/b/a R-BEST TROPICALS and CARAVEO
PAPAYAS, INC.

DATED: New York, New York
March __, 2008

M.Y. PRODUCE, INC.

By: Young Kon Kim 3/31/08
Name: Young Kon Kim
Title: President

DATED: New York, New York
March __, 2008

By: Myong Kon Kim 3/31/08
Myong Kon Kim, a/k/a Young Kim, Pro Se

DATED: New York, New York
March __, 2008

By: Sam Kim 3/31/08
Sung Gon Kim, a/k/a Sam Kim, Pro Se

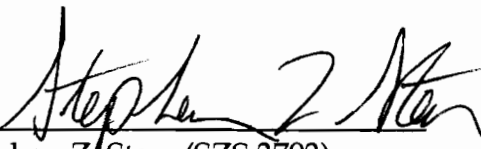
SO ORDERED:

The Honorable Sidney H. Stein
United States District Court Judge

Dated: _____

DATED: New York, New York
March 31, 2008

STARR & STARR, PLLC

By: 
Stephen Z. Starr (SZS 3793)
Vildan E. Starr (VES 1350)
260 Madison Avenue, 17th Floor
New York, New York 10016-2401
(212) 867-8165

Attorneys for Plaintiffs, EL SOL BRANDS, INC.
d/b/a R-BEST TROPICALS and CARAVEO
PAPAYAS, INC.

DATED: New York, New York
March __, 2008

M.Y. PRODUCE, INC.

By: _____
Name:
Title:

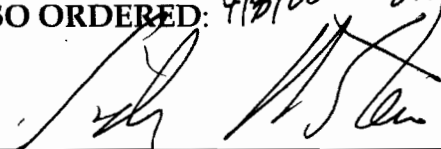
DATED: New York, New York
March __, 2008

By: _____
Myong Kon Kim, a/k/a Young Kim, Pro Se

DATED: New York, New York
March __, 2008

By: _____
Sung Gon Kim, a/k/a Sam Kim, Pro Se

This action is discontinued with leave of any party to reinstate it upon request made
4/6/08 on or before November 28, 2008

SO ORDERED: 
The Honorable Sidney H. Stein
United States District Court Judge

Dated: April 14, 2008